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CURRENT TOPICS

The President's Address at Scarborough

AN interesting and well-balanced contribution to the current discussion on fusion of the two branches of the profession was made by the President, Mr. WILLIAM CHARLES CROCKER, in his opening address to The Law Society's Conference on 22nd September. In his view the present system worked reasonably well so long as barristers and solicitors did not trespass into one another's time-honcured domains, but it was disquieting to see this principle increasingly disregarded. Any amount of solicitors' work, he is reported to have said, was now being done by barristers, and he instanced work done for State-aided appellants under the Criminal Appeal Act and under the Courts Martial Appeal Act, and work done in some of the Government departments. He hoped, however, that before his term of office expired the Society and the Bar might between them evolve something to their common advantage avoiding both fusion and confusion. Turning to the relations between solicitors and the public, the President had some rather revolutionary suggestions to make. Not only did he advocate the appointment of a public relations officer—a step which most will agree is overdue—but he even suggested the employment of national advertising as a means of selling the profession's services to the public. Here he will find it harder to carry members with him.

The New Streets Act, 1951: Avoidance of Hardship

NOTES have been issued by the Ministry of Housing and Local Government for the assistance of local authorities in administering the New Streets Act, 1951 (Circular No. 56/53, issued 16th September, 1953). The object of the circular is to help in avoiding hardship or delay to persons building houses at the present time. Local authorities are asked to give full weight to the exceptions in s. 1 (3) of the Act, and particular attention is drawn to s. 1 (3) (*d*), which applies where the local authority enter into an agreement with a builder for the making up of the road under s. 146 of the Public Health Act, 1875, so that no charges are payable under the New Streets Act. Section 1 (3) (*e*), (*f*) and (*h*) are also mentioned. The circular also states that where a builder, after paying or securing the charges required by the Act, carries out work in the road which may be expected to reduce the ultimate cost of making up (for example, the provision of a satisfactory foundation or sewers), it may be reasonable for the local authority to take account of the value of the work done from time to time and to refund part of the charges accordingly. Section 2 (3) of the Act enables the local authority to serve a further notice substituting a smaller sum, and the Minister is advised that such a notice can be served at any time. The Minister is further advised that where a builder has deposited plans for a number of houses in a street and is not going to start them all at once he need only pay or secure the charges in respect of particular houses as and

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when they are due to start. The circular refers to s. 9 of the Local Government (Miscellaneous Provisions) Act, 1953, which provides that the sum required to be paid or secured under the New Streets Act shall be calculated as if new streets had been constructed in accordance with byelaws where this is required by local Acts before buildings are erected. Where difficulty is encountered in depositing or securing the charges required by the Act, and the local authority are making an advance for the construction of the house under s. 4 of the Housing Act, 1949, they may, the circular suggests, add to the advance a sum in respect of the charges.

Legal Records

THE Records Preservation Section of the British Records Association held an exhibition of documents of historical interest from solicitors' offices at The Law Society's annual conference, which was held at Scarborough on Tuesday, Wednesday and Thursday of this week. Some of the documents were obtained as a result of the bankruptcy of a dealer in old parchment, who had bought them as waste from solicitors' offices. The organisers of the exhibition emphasise that ordinary legal documents such as wills, conveyances, leases, settlements and the like are valuable for local and family history. Local repositories are now established in most counties by county councils and many borough councils. The Pilgrim Trust recently made a generous grant of £11,350 to be spread over five years to be expended for the purpose, *inter alia*, of providing safe accommodation for documents found in solicitors' offices.

Rent Control and E.C.E.

THE example set here in 1915 of controlling rents has been followed in the years since then by many countries troubled by housing problems. Other countries besides this, it appears from a report by the Economic Commission for Europe, published by the United Nations at Geneva on 14th September, 1953, are now finding the control to be out of harmony with present economic trends, and particularly with the rise in building costs. Control is said to interfere with the normal functioning of the housing market, to lead to arbitrary inequities, and to interfere with the formulation and execution of a rational housing policy, particularly in that it causes too high a level of housing subsidies. The report does not envisage the complete abolition of rent control, but argues that it would be difficult to find economic arguments for the maintenance of existing rent levels. The report asserts that rationalisation of the whole system of control is now becoming practical politics in almost all western European countries. The practical measures it suggests are: (i) To reconsider the general level of rents in relation to building costs, interest rates, and subsidy; (ii) to equalise as far as possible the rent payable for substantially similar dwellings, apart from differences which would exist in any normal market; and (iii) to mitigate the hardships which would arise from a widespread increase of rents, and in general to incorporate in fiscal policy measures to attain the social and political objectives hitherto imperfectly accomplished by means of rent control. Measures of this kind are as urgent in this country as anywhere else.

Mr. Frederick Grant, Q.C.

THE transfer of Mr. FREDERICK GRANT, Q.C., from the highest ranks of his profession to the chairmanship of the executive committee of the British Iron and Steel Federation is a great loss to the law. Educated at Fettes College and Oriel College, Oxford, where he took a first in Honours Moderations (Classics) and a first in Literae Humaniores, he personifies all that is best in the English legal profession. He is a bencher of the Inner Temple and was a member of the Monopolies and Restrictive Practices Commission from 1949 to 1952, and chairman of the Purchase Tax (Valuation) Committee since 1952. The main tasks awaiting the new chairman, it has been stated, are concerned with the second development plan approved for the steel industry, prices and the relationship of the industry in Britain and the Schumann community. Mr. Grant spent seven years with a Tees-side steel firm before his call to the Bar in 1925. The constitution of the federation provides for the appointment of "some person of high standing not carrying on business in the industry" to preside over every meeting of the executive committee, and to whom a member firm aggrieved by any action of the federation could in the first instance make their appeal.

National Insurance

IT is ten years since LORD BEVERIDGE propounded his national insurance plan and seven years since the legislation was passed to implement it. Lord Beveridge's review of events since then, which he gave at a meeting on 12th September, makes interesting reading, particularly as his name will always be associated with this type of social security planning. He said that the income of the National Insurance Fund at about £550 million a year had till now exceeded its expenditure, but the financial year 1953–54 was the last in which this was likely to happen. At present contribution and pension rates, the forecast for 1977–78 was of income £536 million against expenditure of £953 million, making a deficit of £417 million to be met by general taxation. He said that, though the plan was based on the principle of co-operation by contribution, the legislation abandoned that principle in regard to old age pensions. Contrary to the Beveridge Report, full pensions were given as of right at once, even to those who had contributed practically nothing. A further problem was that at the end of 1952 one in every four persons on retirement or widow's pension, one in every five on unemployment benefit, and one in every seven on sickness benefit was receiving assistance as well, through decline in the value of money. Lord Beveridge emphasised that the naming of these problems did not imply any going back in Britain on the principle of social security.

The National Trust

THE report of the National Trust for 1952–53 published on 14th September states that the 1952 deficit on maintenance and administration was £29,000 on an income of £355,000, compared with £56,000 in 1950 on £293,000, and £33,000 in 1951 on £357,000. In 1952, £53,000 was spent on improvements. The deficits and the large expenditure on improvements are mainly attributable to the arrears of repairs and development which the trust has had to make good since the end of the war. Since the beginning of 1949 membership has nearly trebled (it is now about 42,000), and 124 new properties, totalling some 70,000 acres and including more than forty historic buildings, have been acquired. Nevertheless, salaries have risen only from £34,000 to £43,000. As a measure of economy a temporary standstill has therefore been imposed on all but essential improvements. The council appeal to members and supporters for donations to a reserve fund which has been created and into which legacies and donations not allocated for special purposes will be paid, to be used eventually for the development of properties.

BANK MORTGAGES AND THE DRAFTING OF CONVEYANCES

ALTHOUGH there are no statistics available to which reference on the matter can be made, there can be no doubt that the value of the property comprised in mortgages granted by borrowers to the banks, and the aggregate of the sums secured by such mortgages, must be very large indeed. Not only the trading community, but also private individuals for their own personal and family purposes, resort in great measure to the banks for the financial accommodation which they require from time to time, and the number of bank mortgages subsisting at any time must be legion.

It is, therefore, a source of some surprise to the legal officers of the banks whose duties include the perusal of conveyances in which a bank is joined as a party for the purpose of releasing the property comprised in the conveyance from a mortgage granted to the bank, to see how little certain practitioners appreciate the rather specialised characteristics of the normal type of bank mortgage; many do, of course, appreciate those characteristics; but the experience of the banks' legal officers shows that such an appreciation is far from universal among solicitors and their conveyancing clerks. As is suggested above, this failure to appreciate the special distinguishing features of bank mortgages is often to be noticed in the drafts of conveyances in the circumstances mentioned above, where only part of the property mortgaged to the bank is being conveyed and where, consequently, it is not possible to effect a complete discharge of the mortgage by the execution of the vacating receipt or reconveyance normally to be found printed on bank mortgage forms. Where this latter course is possible it should, of course, be adopted. Apart from the fact that this is a more expeditious and less troublesome procedure than the joining of the bank as a party to the conveyance, it always seems to the writer to be an untidy course of action to leave on the title to the property a mortgage with its printed form of discharge uncompleted and unexecuted in cases where completion and execution thereof would be possible. Why adopt the more cumbrous and troublesome procedure when the simpler one is possible and just as effective? Yet in the writer's experience requests for a bank to be joined in conveyances, when it would be possible instead to discharge the relevant mortgages, are by no means infrequent.

A brief summary of the specialised characteristics of bank mortgages, to which reference is made above, is necessary here. It will be seen that in each of the particulars now to be mentioned the bank mortgage differs from the normal type of private mortgage. The latter secures a specific sum, repayable at a certain date, and provides for the payment of interest at a stated rate at certain fixed dates in each year. Bank mortgages, on the other hand, normally secure advances of unspecified amount, which are usually taken on a current account on which the debit balance fluctuates from time to time—frequently from day to day; as a general rule the moneys secured are repayable on demand and not on any specific date; and interest is normally debited to the account secured by the mortgage at the banks' usual half-yearly balance periods. It is usual also for bank mortgages to provide that, when demand for payment is made, the principal moneys secured by the mortgage shall be aggregated with interest, commission, discount and other bankers' charges and that as from the date of demand interest shall accrue on this capitalised sum at a rate specified in the mortgage.

It is now possible to turn to consider certain points on which the banks' legal officers call for amendment of conveyances in which a bank is joined as a party in the circumstances mentioned above.

First may be mentioned recitals to the effect that the mortgage was granted to secure a specific principal sum of £x and that a specific sum of £y remains owing on the security thereof. As regards the former of these recitals, while it is true that the usual course is for a specific borrowing "limit" to be arranged between the bank and the borrower, the bank mortgage will not in terms refer to this sum—the consideration is usually stated as being the making of advances or the granting of banking facilities by the bank to the borrower and no specific sum is mentioned. The mortgage is in fact an "all moneys owing" charge and will secure any sums advanced even in excess of the agreed "limit"—an excess which (from the banks' point of view) occurs all too frequently. Again, recitals to the effect that a specific sum remains owing on the security of the mortgage are obviously inappropriate where a fluctuating account is concerned; if such a recital is included, strict accuracy requires that the amount should be left blank when the conveyance is engrossed and should be inserted at the last moment before execution of the deed—a course which has obvious practical difficulties and inconveniences attached to it, particularly in view of the fact that there may be (and frequently are) cheques drawn on the account in question outstanding and not presented for payment at the time when the conveyance is executed. For these reasons recitals such as those mentioned above should be avoided.

Less objectionable, perhaps, but still to be avoided, are recitals to the effect that certain moneys (without mentioning any specific sum) remain owing on the security of the mortgage or that certain moneys in excess of the purchase price mentioned in the conveyance remain so owing. In the interval between the drafting of the conveyance and its execution such recitals may be falsified by events, for the debit balance on the account secured by the mortgage may have been reduced below the amount of the purchase price or, indeed, the account may have gone into credit.

It is also undesirable, as well as probably being inaccurate, to recite that all interest on the moneys secured by the mortgage has been paid. Interest being debited to the borrower's banking account at intervals as stated above, some amount will remain owing in respect thereof as a constituent element in the debit balance on the account, except in the rather unusual event of the borrower having paid into his account credits specifically earmarked to be appropriated to the discharge of interest. And it has to be remembered, too, that there will be a sum outstanding in respect of interest which will not yet have been debited to the account, namely, the amount of interest which will have accrued since the last debiting of interest to the account at the bank's last half-yearly balance period.

Also to be avoided are recitals to the effect that the purchase moneys (or part thereof) are to be paid to the bank *in part discharge* of the mortgage. It cannot be too strongly emphasised that a bank mortgage is a continuing security, and the release of part of the property comprised therein does nothing to vitiate its character in this respect. It is by no means always the case that the receipt by the bank of the purchase moneys paid under the conveyance is followed by the automatic reduction of the agreed borrowing "limit." It frequently occurs that even after the release of the property and the receipt of the purchase money by the bank by way

of a credit for the borrower's account " limits " are allowed to stand, so that the borrower remains entitled to draw on his account to the full extent of such limit. Herein is well illustrated the nature of a bank mortgage as a continuing security. In these circumstances it is submitted that even though the indebtedness on the borrower's account may, for the time being, be reduced by the amount of the purchase moneys, it is not strictly correct to say that those moneys are paid to the bank " in part discharge " of the mortgage debt. The expression " in part discharge " has an implication of finality about it; it implies that to the extent of the purchase moneys received by the bank, the security constituted by the mortgage has ceased to subsist. Nothing could be further from the truth; the mortgage remains a fully subsisting security for all moneys owing or to become owing by the borrower to the bank, whether within the original " limit " or in excess of that " limit " or within a revised " limit." If there must be a recital, it is suggested that it should take the form of a statement to the effect that the purchase moneys are paid to the bank " in reduction " of any moneys that may at the time be owing by the borrower to the bank. The word " reduction " does not carry the connotation of a partial discharge of the security to which objection is taken above.

Lastly may be mentioned recitals to the effect that the bank is satisfied with the security which remains to it after the release of the property comprised in the conveyance. The objection to this statement also arises from the nature of a bank mortgage as a continuing security for any advances which may be made from time to time. " Limits " may, and often do, remain in force for years, during which time the account secured by the mortgage may repeatedly fluctuate from a debit to a credit position and back again, and during which time also the borrower may ask for the grant of an increased " limit " in respect of which increase the bank may or may not take additional security, according to the circumstances. Even where such additional security is taken, however, the original mortgage remains as much a security for the increased borrowing as it was for the original borrowing and as the additional security is. Generally speaking, therefore, the bank will be unwilling to commit itself over its common seal to the statement that it is satisfied with the security which remains to it.

The plain fact of the matter is that the precedents upon which the recitals in question are based are in the main applicable to the case of a private mortgage securing a fixed sum rather than to the case of a bank mortgage of the type dealt with here. No doubt there are precedents which were intended to be applicable to the case of mortgages securing a current account but, with the greatest deference to the learned framers of those precedents, the writer (who has " lived with " bank mortgages for a large part of every working day over a period of several years) suggests that even those precedents are to some extent framed in the light of the greater familiarity of their authors with private mortgages securing a fixed sum. It is also submitted that the recitals mentioned above are usually inserted rather as a matter of automatic habit and usage than as being strictly necessary to the efficacy of conveyances, which would operate perfectly well without them.

C. S. F.

ENQUIRIES OF LOCAL AUTHORITY—II

THE general nature of the changes in the new forms of enquiries of local authorities, recently agreed between The Law Society and various local government bodies, were mentioned last week (*ante*, p. 644 *et seq.*) and some of the questions on the recommended forms were considered in detail. It will be remembered that the forms are: for non-county borough and district councils, Con. 29A; for county councils, Con. 29B, and for county borough councils, Con. 29C. Continuing to adopt the order in the county borough council form, further questions are as follows:—

[*Con.* 29A, *No.* 3; *Con.* 29B, *No.* 4; *Con.* 29C, *No.* 4]—" *Are there any outstanding notices (whether statutory or informal) which have been issued by the (Council/County Council) other than notices shown in the Official Certificate of Search? If so, please give particulars thereof.*"

So many different types of notice are issued by local authorities that it is impossible to give a list. A very common example affecting old houses is an abatement notice served under the Public Health Act, 1936, s. 93, in respect of a statutory nuisance. It is well known that in practice such notices are widely served with the intention of compelling owners to carry out repairs to houses where the defects are such as can be regarded as giving rise to a nuisance. It is a common practice for the sanitary inspector to serve an informal notice, which may have been by a letter, before the council authorise the service of a formal notice, and these are probably the ones which will appear most frequently in answer to the question.

Notices requiring the carrying out of private street works will be disclosed in answer to this question, although their relevance was mentioned *ante*, p. 645.

[*Con.* 29A, *No.* 4; *Con.* 29C, *No.* 5]—" *Is there a public sewer within* 100 *feet of the property physically available to serve it by gravity?*"

A note provides that this enquiry will be answered unless that would necessitate an inspection by the council's agents, in which case the enquirer will be advised.

The availability of a public sewer may be most important if building works are proposed. The general rule is that the owner of any premises is entitled to have his drains or sewer made to communicate with the public sewers, although special rules apply, for instance, to the discharge of liquid from factories (Public Health Act, 1936, s. 34).

The limit of 100 feet may well be a practical test of the availability of the sewer. It has, however, a further particular significance. A local authority may reject the plans for a building unless they show satisfactory provision for its drainage or the authority are satisfied that they may properly dispense with any provision for drainage in the particular case (Public Health Act, 1936, s. 37 (1)). A proposed drain is not deemed to be satisfactory unless it is to be made either to connect with a sewer or to discharge into a cesspool or into some other place (Public Health Act, 1936, s. 37 (3)). There is a proviso, however, that a drain shall not be required to be made to connect with a sewer unless that sewer is within 100 feet of the site of the building and is at a level which makes it reasonably practicable to construct a drain to communicate therewith. If the distance is greater the authority must undertake to bear the expense of constructing the drain for the excessive distance if they wish to insist that it be connected with the sewer (*ibid.*, s. 37 (4)). The exact wording of the question may, therefore, have considerable importance.

This question is not addressed to the county council (on form Con. 29B) as they are not the sanitary authority; certain other matters do not appear on Con. 29B for similar reasons.

[*Con.* 29A, *No.* 5; *Con.* 29C, *No.* 6]—"*Is there any enactment, statutory scheme or Order relating to combined drains, or any agreement, within the meaning of section* 24 *of the Public Health Act,* 1936, *applying to the property?*"

It is unlikely that a prospective purchaser will be concerned, whatever may be the answer to this question, but an explanation of its purpose must be rather lengthy.

The general rule is that a pipe which carries only the drainage of one building is a "drain," while other drainage pipes are "sewers" (Public Health Act, 1936, s. 343). Sewers completed before 1937, whether by a local authority or by an individual, are "public sewers" which are maintainable by the local authority (*ibid.*, ss. 20, 23). Notwithstanding this liability for maintenance, the local authority may recover the expenses of carrying out maintenance from the owners of premises served in certain cases, including the case of public sewers in respect of which, before the 1936 Act, *other persons were liable for the cost of maintenance under provisions relating to combined drainage* (*ibid.*, s. 24). It is quite likely that the cost of maintenance would in any event fall on the owners of premises served, for instance, because the sewer was constructed before 1937 under private land by persons other than the local authority (*ibid.*, s. 24 (4) (*b*)). However this may be, the liability can be thrown on the owners of premises served if persons other than the local authority were responsible before 1937 for maintenance "by virtue either of some enactment or statutory scheme relating to combined drains or of an order made under such an enactment or scheme, or of an agreement, . . . whereby the authority were entitled to require those persons to maintain that length of sewer" or to make contribution or to give indemnity in respect of the cost (Public Health Act, 1936, s. 24 (4) (*a*)). Thus, a positive answer to the question will indicate a possible additional liability for cost of maintenance of sewers and it will be advisable to enquire further as to the terms of the enactment, scheme, order or agreement.

[*Con.* 29A, *No.* 6; *Con.* 29C, *No.* 7]—"*Has the property been registered as decontrolled in the register kept by the Local Authority?*"

Detailed comment on this question is unnecessary. It will be remembered that in some cases in which it is claimed that a house became decontrolled before 1939 it is necessary to show that the decontrol was registered. It must be remembered, however, that registration is not proof of decontrol; it amounts merely to a compliance with a requirement imposed on a landlord who alleges that the facts were such that one of two provisions for decontrol operated. A purchaser of a house or houses is well advised to investigate the application of the Rent Acts and this question forms part of such investigation.

[*Con.* 29A, *No.* 7; *Con.* 29C, *No.* 8]—"*Have any entries been made in the registers kept under the Furnished Houses (Rent Control) Act,* 1946, *and the Landlord and Tenant (Rent Control) Act,* 1949, *in respect of the property?*"

The register kept under the 1946 Act contains particulars of the approval, reduction or increase by the tribunal set up under that Act of the rent of a house, which includes payment for the use of furniture or for services (1946 Act, s. 3). The 1949 Act register contains particulars of the reasonable rent determined by the tribunal of a house for which the standard rent would otherwise be that charged on a letting beginning after 1st September, 1939 (1949 Act, s. 5).

The intention is that an affirmative or negative answer only should be given to this question, and that if an affirmative answer is given, a search should be made in the appropriate register. It seems unfortunate that brief particulars are not to be given in answer to the question, but presumably the reason is that the two Acts provide for certified copies of entries to be supplied by the local authority on payment of a fee of one shilling (1946 Act, s. 11 (2); 1949 Act, s. 5 (4)).

[*Con.* 29A, *No.* 8; *Con.* 29C, *No.* 9]—"*Have the Council authorised any proceedings in respect of an infringement of the building byelaws?*"

If work to which building byelaws are applicable contravenes any of them, the local authority, without prejudice to their right to proceed for a fine, may, by notice, require the owner to pull down or remove the work or to effect alterations to make it comply with the byelaws, and on default the local authority may pull down or remove the work or effect alterations (Public Health Act, 1936, s. 65). It follows that a purchaser can be seriously prejudiced if there has been a breach of the byelaws, and so occasionally the question is asked of the local authority whether there is any existing breach. In practice the local authority cannot reasonably be required to answer such a question as it would involve a thorough inspection of the premises. Normally there is no substantial risk because any appreciable building works come to the knowledge of a local authority and any breach of the byelaws tends to be noted fairly quickly.

The service of a notice on the owner would come to light in answer to question 3 on Con. 29A or question 4 on Con. 29C; see *ante*, p. 662. The answer to the present question will merely disclose resolutions of the council to take proceedings, and this is probably as far as a local authority can go in giving relevant information.

[*Con.* 29A, *No.* 9; *Con.* 29B, *No.* 5; *Con.* 29C, *No.* 10]—"*Has any enforcement notice under the Town and Country Planning Act,* 1947, *been authorised by the (Council/County Council) for service, but not yet registered?*"

Where an enforcement notice has been served in respect of a contravention of planning control, it must be registered in the local land charges register. The Town and Country Planning Act, 1947, s. 23 (3), provides that a notice will take effect at the expiration of the specified period or later if there is either (i) an application for permission for retention of the building or works or continuance of the use or (ii) an appeal to the court against the notice. Consequently, it appears that registration should not be made until the expiration of the appropriate period. It is interesting to note that this question is addressed to both the county council and non-county borough or district council. The reason (which applies also to certain other questions) is that there may be a delegation of planning powers by the county council in favour of the borough or district council.

[*Con.* 29A, *No.* 10; *Con.* 29B, *No.* 6; *Con.* 29C, *No.* 11]—"*If there was an operative Planning Scheme in force prior to the* 1*st July,* 1948, *is the property affected by any of the matters (relating to the continuance in force of certain matters under the Town and Country Planning Act,* 1932) *referred to in paragraph* 7 *of the Tenth Schedule to the Town and Country Planning Act,* 1947?"

Not many operative planning schemes were in force prior to 1st July, 1948 (that is, the date of operation of the 1947 Act). Where there was such a scheme, a few matters formerly enforceable under the 1932 Act were continued in operation by the 1947 Act, Sched. X, para. 7, until the Minister orders otherwise. These include the provisions of the scheme for

the preservation of trees and the protection of woodlands and the control of advertisements in certain protected areas.

[*Con.* 29B, *No.* 7 (*a*); *Con.* 29C, *No.* 12 (*a*)]—"*Has the Minister approved a Development Plan which includes the property?*"

Development plans affecting almost all the country have by now been approved, or are on the point of being approved. The forms draw attention to the fact that a plan or proposals may be altered or modified. It must be recognised that development plans merely indicate the manner in which it is *proposed* that land shall be used (Town and Country Planning Act, 1947, s. 5 (1)), and that permission may sometimes be given for other purposes (*ibid.*, s. 14 (1), (3) (*b*)).

[*Con.* 29B, *No.* 7 (*b*); *Con.* 29C, *No.* 12 (*b*)]—"*If not, is the property included in any proposals approved by or on behalf of the (Council/County Council) or any Joint Planning Board for inclusion in a Development Plan?*"

If there is not yet any relevant development plan, the existence of any proposals for inclusion in it will be disclosed. The purpose of the question is to clear the ground for the next point raised.

[*Con.* 29B, *No.* 7 (*c*); *Con.* 29C, *No.* 12 (*c*)]—"*If the answer to (a) or (b) is 'Yes', please specify whether the Development Plan, the proposals so approved for inclusion in the Development Plan or any proposals for alterations or additions to any Development Plan—*

(i) designate the property as subject to compulsory acquisition;

(ii) indicate the primary use of the area in which the property is situated, and if so, what that use is;

(iii) include any other matter which specifically affects the property. If so, please give short particulars thereof."

This is one of the most important questions. In the first place it is of the utmost importance to know whether property is designated for compulsory acquisition, yet it must be borne in mind that compulsory acquisition may take place for a variety of purposes, even though there is no indication in the development plan of a designation.

The distinction between the primary use of the area and any other matter which *specifically* affects the property is one which will avoid a good deal of difficulty that has occurred previously. Most development plans give the allocations of areas of land for particular purposes, for instance, residential or industrial. A shop within a residential area may, however, have existed for many years and the use may be a perfectly valid one for planning purposes. In fact a certain number of shops are needed in a residential area, and it is quite often most unlikely either that the local authority would wish to stop the present authorised use, or that the Minister would approve if they attempted to do so. Consequently, although a knowledge of the primary use of the area may be valuable, particularly if rebuilding or extension is contemplated, the fact that the existing use of the property differs from it will often be the cause of no concern whatever. On the other hand the disclosure of other matters specifically affecting the property, for instance, a proposal to demolish it for highway improvement, may be of the utmost concern to a prospective purchaser.

The form addressed to non-county borough, or district, councils (Con. 29A), contains a question (No. 11), asking for the same information as Con. 29B, No. 7 (*c*) and Con. 29C, No. 12 (*c*), but only if the property is included in an approved development plan or in any proposals approved by the local planning authority, *or by the council for submission to the planning authority*, for inclusion in a development plan, or in any such proposals for alterations or additions. The intention is that the borough or district council (although not responsible for the preparation of the development plan), should disclose proposals made by them even if not yet conveyed to the local planning authority (usually the county council).

The information required by these forms is largely supplementary to that obtained in other ways and so it is inevitable that the questions should range over a variety of topics. Our examination of them, necessarily rather lengthy, will continue in a later article.

J. G. S.

Procedure

XXX—EXECUTION IN THE EVERSHED REPORT

WHILE, happily, it is not every judgment entered in the High Court that needs to be enforced by further process of law, practitioners in litigation will not need to be reminded by statistics how important a part of procedural machinery is that which deals with execution. We are told in the Final Report of the Committee on Supreme Court Practice and Procedure that some 36,000 executions are issued annually in the High Court, and again that, in the Queen's Bench Division in London, out of 30,000 judgments per year there are 15,000 writs of *fi. fa.* Execution against goods is, indeed, the favourite form among judgment creditors, but the Report does not neglect other methods of enforcement, including some aspects of bankruptcy proceedings. In a comparative survey of the High Court system, which so large a proportion of those who have succeeded in the courts are constrained to invoke if they are to harvest the fruits of their success, the Committee decline to be perturbed by the heterogeneity of that system, resulting from its haphazard growth. They take the common-sense view that "machinery of execution which is unplanned and untidy on paper ought not to be scrapped if it works satisfactorily in practice." Accordingly, the proposals they make, though of some importance, are not such as to require radical changes in High Court methods.

The Committee are here prospecting virgin ground, for neither the Hanworth Committee nor the Peel Commission, whose previous surveys laid out the sites in readiness for many other Evershed plans, had been called on to examine the particular field of execution. In these circumstances it may interest readers if we describe in précis form some of the lines of thought which their examination of the subject seems to have engendered in the minds of the Committee. The principal consideration is obviously the necessity of holding a fair balance between the creditor and the debtor. On the one hand the latter owes the money and ought to pay it. Not only may his failure to do so cause hardship to the creditor, but the existence of a reasonably effective system of enforcing judgments is an element bearing on the freedom of commercial credit. Some debtors do not intend to pay until forced; some have become involved, without fault, in a liability beyond their immediate means. In the latter case it does not serve the true interests of the community to "break" the man. The judgment debtor's point of view was naturally not represented in the evidence before the Committee, but in so far as their proposals tend to reduce the cost of execution it is in most cases the debtor who will benefit.

Then the Committee express the view that any system of execution should include one form "which is extremely unpleasant to the judgment debtor." With this in mind they do not recommend the abolition of the writ of *fi. fa.* in spite of the lesser modern efficacy of its ultimate sanction of seizure and sale as compared with the days "when even the wealthy had the bulk of their worldly goods at home." "*Fi. fa.* is ordinarily levied not because the judgment creditor expects the judgment debtor's home to be sold up . . . but because he expects that the threat to sell the home will result in the judgment debtor realising other assets or obtaining the money from relatives or friends." This is what the Report means by a "hammer"—a mode of execution the *threat* of which will force a debtor who has assets to realise them and pay his debt. But the Committee do not think that two hammers are necessary, and therefore (and partly because of possible trade union opposition) they do not recommend the adoption in England of the Scottish system of attachment of current wages to satisfy judgment debts.

The use of the authorised hammer is one way in which a judgment creditor can sometimes avoid one of the principal difficulties which beset him, the difficulty of ascertaining in what form the assets of his debtor exist. It becomes the debtor's problem to select and realise the appropriate item of property if he wishes to avoid a forced sale even of one comparatively small chattel. But a return of *nulla bona* will not necessarily indicate an unenforceable judgment, or that the debtor is immune to all threats. The difficulty of ascertainment simply reverts to the creditor. At present he can have the debtor examined as to his means under Ord. 42, r. 32. The Committee have heard complaints that such an examination is often unsatisfactory because the examiner plays too passive a rôle in the proceedings. They accordingly recommend that he should himself take such part in the examination as will ensure that the debtor takes the matter seriously. The leading case on this type of examination asserts that it is intended to be a cross-examination of the severest kind (*Republic of Costa Rica* v. *Strousberg* (1880), 16 Ch. D. 8, cited in the Report), but every advocate knows the potential fatuity of a cross-examination founded on insufficient material. The Committee's next proposal ought accordingly to be most useful in rendering effective the cross-examination of the debtor which the rule and the authorities contemplate. They recommend that when a judgment debt has been unpaid for fourteen days the judgment creditor shall be entitled to call upon the debtor to make an affidavit of his assets. The suggested form of demand is appended to the Report, and it is to be competent for the creditor to indorse it with a penal notice under Ord. 41, r. 5, so as to found attachment proceedings on default. This is surely a most enlightened recommendation.

Another aid to execution which it is proposed should be refurbished for more effective use in future is the writ of *ne exeat regno*, by which it is intended that a judgment creditor who can satisfy the court that there is cause to believe that his debtor is about to leave the jurisdiction to avoid his debts may have him arrested until he has secured the creditor's debt. If this writ can be brought into play in time it will certainly be a better proposition than a bankruptcy petition after the event with its attendant difficulty of service abroad.

The principal changes recommended in regard to particular forms of proceeding concern execution against landed property, and the attachment of debts. In regard to land, it is thought that the writ of *elegit* is due for abolition as an anachronism. Machinery already exists which can be adapted to enable a judgment creditor to obtain either a power of sale of his debtor's lands or a receivership of the rents and profits. To effectuate the former alternative, the statutory charge under s. 195 of the Law of Property Act, 1925, in respect of the judgment would, if the Report were implemented, first be registered as a land charge, after which the creditor could apply by Chancery summons for an order for sale by direction of the court. If, on the other hand, the property were let, the creditor would be enabled, on application in the proceedings in which the judgment was obtained, to have a receiver appointed not only of any equitable estate or interest, but also of a legal estate. The phrase "equitable execution" as applied to the appointment of such a receiver would, in these circumstances, become a misnomer.

The recommendation as to garnishee proceedings is simply that the illogical distinction in this respect between current accounts and deposit accounts at ordinary banks should be abrogated, so that both are available for attachment. This would not apply to deposits in the Post Office Savings Bank, for administrative reasons, but it is suggested that the position of Municipal Banks, Trustee Savings Banks and Building and Co-operative Societies should be considered to see whether the recommendation could be extended to sums which they hold on notice.

It is comforting to find that the Committee do not consider that solicitors' costs of execution or of bankruptcy petitions in the High Court are unreasonable, and that their proposals so far as they are concerned with the actual figures of cost do not affect the ordinary member of the profession. Only one minor change in bankruptcy practice is recommended—the substitution of a court certificate of no return to a bankruptcy notice for the present search and affidavit by the creditor's representative. Sheriffs' charges on execution have been fully considered, though apparently in the absence of evidence of their adequacy or otherwise as remuneration for the work done. A sliding scale of initial charges is suggested, which would give substantially the same total to the sheriff and his officers as the present fees for seizure, mileage inquiries and possession.

We have left until last the Committee's main proposal in relief of the pockets of judgment debtors. It relates to a type of case which elsewhere in the Committee's reports has come in for special attention, the High Court action which could, having regard to the amount involved, have been brought in the county court. A table has been compiled which shows striking differences between the costs of judgment and execution (against goods) on debts of £25, £50, £75 and £100 on the one hand in the High Court and on the other in the county court. The Committee find, however, that, though much more expensive, High Court executions are as a rule more expeditious and effective than those undertaken by county court bailiffs, and that this no doubt accounts for the general preference among persons to whom undisputed debts are owed for a writ rather than a default summons. Nevertheless, the Committee think or hope (it is not quite clear which) that the county court system of execution under the control of the court will be found adequate to deal with the smaller cases. Exactly why expedition and efficiency are less to be desired in levying execution for £50 than for £250 is not fully explained; with respect, we do not find it convincing to read that "there is a substantial difference between the High Court judgment debtor who is outside the county court jurisdiction and the ordinary county court judgment debtor, and that it does not necessarily follow that any particular system is the best system to apply to both of them."

However, the creditor is no more to be barred from executing his judgment, whatever the amount, in the court where he obtained it, than from bringing his action in the first place in the court of his choice. The real innovation suggested is that *any* High Court judgment (if we read aright para. 397 of the Report), or at least any such judgment in an action within the concurrent jurisdictions, shall be capable of being executed either in the High Court or by warrant of execution, possession or delivery in the county court. A præcipe and affidavit will be necessary if the judgment creditor chooses the county court, as they are for the present practice of issuing a county court judgment summons on a High Court judgment. (Incidentally, it is recommended that *all* judgment summonses should be issued and heard in the county court except by special direction.) To encourage this use of the cheaper method and to ensure that a creditor indulging his preference for a sheriff's execution shall do so at his own expense, no costs or sheriff's charges shall be recoverable from the debtor on a High Court execution if the judgment is for less than £40, and only the equivalent county court scale between £40 and £300 in the absence of a certificate for costs in the action on the High Court scale, unless judgment for £75 or more has been recovered in default or under Ord. 14 within twenty-eight days after service. These figures assume the acceptance of the Committee's recommendation in their First Interim Report for amendment of s. 47 of the County Courts Act, 1934.

It is the intention that in cases where it is asked to execute a High Court judgment, the county court shall have the same powers as it has in relation to the execution of its own judgments. How many practitioners knew that a warning letter giving a final opportunity for payment was sent out by county court registrars at their discretion "to many judgment debtors" when an execution warrant had been issued? This is said in the Report to be fruitful in about 25 per cent. of cases.

J. F. J.

A Conveyancer's Diary

TRUSTEE'S PURCHASE OF TRUST PROPERTY

For the most part the decision in the recent case of *Pilkington* v. *Wood* [1953] 3 W.L.R. 522; *ante*, p. 572, requires no comment. The plaintiff purchased a house and employed the defendant as his solicitor in connection with the purchase. The purchase was completed and the plaintiff occupied the house for nearly two years. He then wished to sell the house and found a purchaser who was willing, and entered into a contract, to purchase the house at a suitable price. But when this purchaser's solicitors examined the title to the house they discovered an irremediable defect, in consequence whereof this purchaser withdrew, the contract had to be rescinded and the deposit returned. On this the plaintiff brought an action against the defendant for damages for negligence, claiming that, as a result of the defendant's negligence, he had acquired a property with an unmarketable title or, alternatively, one which he could only sell at a substantial loss, for which he was entitled to be compensated. The plaintiff also claimed special damages under a number of heads, such as, e.g., interest on an overdraft which, he said, would not have existed had he been able to sell the property at the contract price.

The negligence of the defendant was admitted after the close of pleadings in the action and the only question which remained for decision was the amount of the damages. On this question, Harman, J., disallowed all the items which had been claimed as special damages on the ground that they were too remote to fall within the second rule in *Hadley* v. *Baxendale* (1854), 9 Ex. 341, as recently reinterpreted by Asquith, L.J. (as he then was), in *Victoria Laundry (Windsor), Ltd.* v. *Newman Industries, Ltd.* [1949] 2 K.B. 528. In that case the learned lord justice said (p. 539) that the general rule requiring a party whose contractual rights have been violated to be put in the same position, so far as money can do so, as if his rights had been observed, must be qualified by the rules that the aggrieved party is only entitled to recover such part of the loss actually resulting as was, at the time of the contract, reasonably foreseeable as liable to result from the breach, and that what was then reasonably so foreseeable depends on the knowledge then possessed by the parties or, at all events, by the party who later commits the breach. Applying these principles to the plaintiff's overdraft, Harman, J., held that there was no evidence that the defendant knew that the original purchase price had been borrowed. As to the general damages, several arguments were put up on behalf of the defendant with the object of showing that the plaintiff had been under some duty to take steps to minimise the damage which he had suffered and had omitted to take these steps, but these arguments were rejected. The measure of these damages was the difference between the value of the property at the date of the plaintiff's purchase with, respectively, a good title, and the title which the plaintiff had obtained. This, on the original purchase price of £6,000 paid by the plaintiff, was computed at £2,000.

This decision is reported only on the question of the *quantum* of the damages, and as the negligence on the part of the defendant was admitted, the circumstances of the negligence are only referred to in passing. It appears that *W*, the vendor to the plaintiff, had purchased the property from the trustees of his father's will, of whom he was himself one. The statement of facts in the Weekly Law Reports states that this circumstance appeared on the face of the abstract, and goes on to remark that *W* was in consequence in breach of the rule that a trustee cannot validly purchase the trust property, whether directly or through an intermediary. In the report of the case in the All England Reports, however, where the statement of facts is given, as it was originally given, as part of the judgment, the learned judge is reported as having said, after referring to the purchase by *W* from the trustees of his father's will, that, in so purchasing, *W* had "transgressed the well-known rule that a trustee cannot validly purchase the trust property, whether directly or through an intermediary, as was done here, to give some colour of validity to the transaction." This specific reference to the sale by the trustee having been effected by an intermediary or nominee of the trustee is not altogether easy to reconcile with the fact, as reported, that the details of the transaction appeared on the face of the abstract, but, as I have said, the decision is reported on another point. If the true nature of the transaction appeared on the face of the abstract, the "colour of validity" given by the interposition of a nominee must have been very thin; but the fact that negligence was admitted points in this direction.

At first sight it may seem a harsh rule that failure in the routine investigation of a title to ascertain whether a

purchaser from a trustee is or is not a nominee of the trustee may result in a heavy claim for damages for negligence, but, in fact, actions of the kind brought successfully in this case are not at all common. The reason is that, if (as seems to have been the case here) there was something in the abstract to put the purchaser on inquiry, a careful perusal of the title will reveal it, and the defect will be discovered before any harm is done, i.e., before the purchase is completed. For, of course, a title depending immediately on a purchase of trust property by a trustee can never be accepted as anything but a speculation. As Harman, J., pointed out in this recent case, the class of persons claiming under the will of which *W* was the trustee was not closed and might embrace infants or persons unborn, so that for a number of years it would be impossible to say with certainty that no beneficiary would claim to exercise his right of having the sale upset and the property restored to the trust. Such a restoration would only be ordered on payment to the dispossessed person of the purchase price originally paid by the trustee to the trust, plus any moneys spent on improving the property; but if the purchaser has purchased the property for occupation, even at that price the dispossession would be a very serious inconvenience. It is true that the right of a beneficiary to upset a sale of this kind can be barred by *laches*; see, e.g., *Roberts* v. *Tunstall* (1845), 4 Hare 257, where the claim was held to be defeated after a lapse of seventeen years, the shortest period known to me in this connection; but if certain persons are potential beneficiaries, as in the very common case of a trust for *A* for life with remainder to all his children who should attain the age of twenty-one, half a century and more can easily pass before the right of the last-born of the beneficiaries can thus be barred.

The real protection for a purchaser, and also for solicitors investigating title for him, lies in the rule that the right of a beneficiary to upset a sale by a trustee of trust property to or for himself is an equitable right, and that a purchaser for value without notice takes free from that right. What constitutes notice for this purpose is a matter which is now regulated by s. 199 of the Law of Property Act, 1925 (reproducing with some amendments a similar provision of the Conveyancing Act, 1882), and in their modern form the rules as to notice do not, I think, bear with unreasonable severity on a purchaser. Moreover, once there has been a purchase for value without notice of the beneficiary's right, a subsequent purchaser takes free of that right even if he himself has notice of the beneficiary's right, according to the well-established principle that complete freedom to dispose of property at its face value is a part of a *bona fide* purchase, and that if all subsequent purchasers were not able to shelter under the umbrella of the title conferred upon the first purchaser, that purchaser's title would and could become clogged with an equity from which his own purchase freed the property.

A limitation of this kind on the operation of the rule invalidating a sale by a trustee to himself is absolutely necessary in the case of sales by trustees to nominees for themselves, for if a nominee is appointed by the trustee for the purpose of accepting the conveyance in order to disguise the true nature of the transaction it is impossible, or next to impossible, to discover the deception by the ordinary means employed upon an investigation of a title. The existence of this relaxation of the ordinary rule makes it a little difficult to understand quite how the failure to ascertain the relationship between *W* and his nominee in *Pilkington* v. *Wood* occurred, unless it was through one of those slips which happen from time to time despite all the care taken to guard against them. But any undue alarm felt at the result of this action by any person conscious of the difficulty of ascertaining whether a sale by a trustee to a person who is to all intents and purposes a stranger to the trust is a proper sale or not, will, I hope, have now been dispelled. "A B C"

Landlord and Tenant Notebook

"THEY ALL LIVED TOGETHER AS A FAMILY"

THE title is taken from the judgment of the county court judge who decided *Hawes* v. *Evenden* [1953] 1 W.L.R. 1169 (C.A.); *ante*, p. 587, at first instance, and whose judgment was upheld on appeal. The case is another example of the capacity possessed by rent control legislation for producing new situations and fine distinctions, the question at issue being whether the mistress of a deceased protected tenant, who had lived with him for some twelve or thirteen years before his death, bearing him two children, the younger of whom lived in the house at the time of the father's death, was entitled to a tenancy by virtue of the definition of "tenant" in s. 12 (1) (*g*) of the Increase of Rent, etc. (Restrictions) Act, 1920. By this, the expression "includes the widow of a tenant who was residing with him at the time of his death, or, where a tenant leaves no widow or is a woman, such member of the tenant's family so residing as aforesaid as may be decided in default of agreement by the county court." I have omitted references to intestacy which were, in fact, part of the provision until deleted by the Increase of Rent, etc. (Restrictions) Act, 1935, s. 1; but mention should be made of an amendment effected by the Rent, etc., Restrictions (Amendment) Act, 1933, s. 13, excluding any member of the tenant's family unless he was residing with the tenant for not less than six months immediately before the death.

Before examining the *ratio decidendi* of the new authority, it may be convenient to recall what was said in *Brock* v. *Wollams* [1949] 2 K.B. 388 (C.A.) and in *Gammans* v. *Ekins* [1950] 2 K.B. 328 (C.A.) on similar problems. In the former, a *de facto* adopted daughter of a deceased statutory tenant was held to be within the definition of "tenant" as a member of his family; Cohen, L.J., after referring to observations made by Wright, J., in *Price* v. *Gould* (1930), 143 L.T. 333 ("the Legislature has used the word 'family' to introduce a flexible and wide term"), propounded the test: "Would an ordinary man, addressing his mind to the question whether Mrs. Wollams [the defendant] was a member of the family or not, have answered 'Yes' or 'No'?"; and went on "To that question I think there is only one possible answer and that is 'Yes'." In *Gammans* v. *Ekins*, in which the claimant was a man who had lived with the deceased tenant in the house for twenty years, posing as her husband and adopting her name, the court approved the above test, but thought that this time the answer was "No", Jenkins, L.J., giving us the following *obiter dictum*: "It seems to me that as soon as children of two such parties, or one of them, come into question, there may be said to be *de facto* an actual family consisting of children and the natural parent or parents of those children. It is then easy to see how the children could properly be brought within the expression

'family' according to the ordinary and popular meaning of the word. It is possible, but it is a matter for decision when it arises, that in such a case either of the *de facto* parents could properly be held to be a member of the other's family, because, although there is no legal tie in such a case, nevertheless, it might be said that the so-called husband was a member of the so-called wife's family as being the father of her children, and vice versa. The situation assumed would present *de facto* what might be described as the equivalent of a marriage with the natural consequences of a marriage."

According to this reasoning, there would have been two courses open to the defendant in *Hawes* v. *Evenden* when the tenant died. She could have contended that the child was entitled to a tenancy; and according to Jenkins, L.J., this would have been an easy claim to establish. It may be that doubts as to the rights of a minor deterred her, she not attaching faith to the county court decision in *Turnbull* v. *O'Brien* [1945] L.J.N.C.C.R. 12 or to the arguments provided in this "Notebook" at 91 SOL. J. 406 and 95 SOL. J. 377. At all events, she preferred to explore the "It is possible" avenue and, as we have seen, it brought her to her goal.

Somervell, L.J.'s judgment was on these lines: the finding that "they all lived together as a family" was supported by evidence; there was, therefore, what Jenkins, L.J., had called (in *Gammans* v. *Ekins*) "the equivalent of a marriage with the natural consequences of a marriage," not only the children but also their mother being members of the deceased's family; the decision was right, though it would not be right in a case, say, in which one of a number of domestic servants living in a house had had a child by the tenant and the tenant had made provision for the child.

I do not think that anyone would wish to query the second proposition, but about the first it may be said that further fine distinctions may have to be drawn: for instance, is parenthood to be a condition of protection in such cases, and, if so, is there a further condition that a child must be living at the time of the protected parent's death? The county court judge's "all" in the phrase "they all lived together" referred to three persons; "all" can mean two only, e.g., in lawn tennis and other scores. Does Jenkins, L.J.'s "the equivalent of a marriage with the consequences of a marriage" mean that if a couple who would, say, before the passing of the Marriage (Scotland) Act, 1939, have been deemed to be validly married in that country by reason of declaration *de presenti* or by promise *subsequente copula* are, if childless, not to be regarded as members of a family?

This provokes further critical thought. As we have seen, both in *Gammans* v. *Ekins* and in *Hawes* v. *Evenden*, the court has been glad to avail itself of the test suggested by Cohen, L.J., in *Brock* v. *Wollams*: would an ordinary man, addressing his mind to the question whether Mrs. *W* was a member of the family or not, have answered "Yes" or "No." Granted that the test is proper and correct, its application is not always easy. The fact that our judges are not ordinary men is no objection; as Dr. Johnson observed, he who drives fat oxen need not himself be fat. But it does strike one that they seem to treat the question as invariably an easy one to answer. In *Brock* v. *Wollams* itself I would respectfully agree that it was such: the defendant had been *de facto* adopted by the tenant when five years old, in 1912; she married and left the house in 1939, but returned when her husband died in 1942, and was living in the house when the tenant died in 1948. But in cases of irregular marriages and illegitimate offspring I am, again with respect, not so sure that the reaction of the "ordinary man addressing his mind to the question" is so readily ascertainable. One factor which is, I suggest, likely to weigh with him is whether there was any lawful impediment to the regularising of the irregular marriage (even before the enactment of the Marriage (Scotland) Act, 1939, mentioned above, a journey to Gretna Green would not avail a couple one or both of whom was or were married to someone else at the time). But neither the report of *Gammans* v. *Ekins* nor that of *Hawes* v. *Evenden* mentions whether the couples concerned could have "got married" or, if so, why they did not. In the former, Asquith, L.J., described them as "two people masquerading as husband and wife—there being no children to complicate the picture"; we are not told whether during the twenty years' association they were ever free to marry; they were a Mr. Ekins and a Mrs. Smith, and Mr. Ekins called himself Mr. Smith, but it is not stated whether there was any other Mr. Smith alive at the time—and I respectfully suggest that the judgment of the "ordinary man" might have been influenced by that consideration. The couple concerned in the recent case lived openly in sin, the defendant (Miss Evenden) deliberately refraining from using the deceased's name (which the children did use), "the reason she gave being that all the neighbours knew that she was not married." Again, if this knowledge were referable to knowledge that the deceased was a married man, I do rather wonder whether the "ordinary man" would have answered "Yes" with as little hesitation as did the county court judge.

R. B.

HERE AND THERE

TO FUSE THE LEGAL LIGHTS?

THE ending of the long vacation finds the legal profession just as distinctly and decisively divided into two as it was at the beginning, and, with the greatest possible respect, one may doubt whether very much difference to the prospective continuance of that division has been effected by the special article and the subsequent prolonged correspondence in *The Times* on that evergreen unfailing controversial standby, the debate on fusion. After all, the litigious-minded readers must be given something for their fourpence during the long empty weeks when there are no daily law reports to study as the summer rain streams down the window panes. The topic has been having regular airings in every conceivable sort of publication the past century at least, and there is no harm in giving it yet another. The paradox of the division and the co-operation of barristers and solicitors has something in common with that other perennial controversy, the separation and yet the co-operation of men and women. In both the separation is a separation of functions. It is true that some of the lower forms of life are found to have achieved (or retained) fusion of the male and female functions, and similarly in a rudimentary state of society no particular need is likely to be felt to sort out lawyers into different categories and classifications. If the society be primitive enough it may not even be necessary to distinguish the judge from the executioner. But in proportion as social relationships become more complex so legal relationships become more complex also, and, whether or not their professional organisation reflects it, there will certainly be different sorts of lawyers doing totally different sorts of work. And when the work is radically different it is most in conformity with reality, convenience and common sense that the organisation should reflect

that difference. There is no particular virtue in pouring the port into the sherry, the beer into the cider, and the coffee into the tea. You don't get the combined qualities of both but something quite different from either and vastly inferior. Now, a great deal of the mental confusion over fusion arises from only thinking of law in terms of litigation or of contemplated litigation, whereas whole vast territories of the law never touch it at all. It is only in a final fit of desperation that two fairly sensible persons are going to quarrel in public, especially if they have to pay for the privilege of doing so. In the ordinary day-to-day relations of human beings it isn't reckoned on. What you need then is not an advocate but a man of affairs. And as between an advocate and a man of affairs, their functions are different; their training is different; their point of view is different, and only a pretty rare sort of genius is going to excel in both.

TWO JOBS, TWO MEN

THE most ignorant objection to the separation of the professions is that you are paying two men to do the same job. But you're not. You're paying two men to do two jobs, each the one he knows best. And as law work is piece work you'd be paying anyway. One of the greatest advantages of the present system is the extraordinary flexibility which it produces, so that every barrister and every solicitor are potential partners according to the complexion and the necessities of any particular case. If a personal problem never degenerates into litigation all you need is your sturdy intelligent man of affairs. Only when it does degenerate do you call in the special sort of reinforcements you need, perhaps a light armoured car, perhaps the heaviest artillery or aircraft available. The most plodding solicitor may brief (so as not to be invidious, let us plunge into the past) a John Simon. Again, if it's victory you're interested in and not just fighting for fighting's sake (however exhilarating that may be), it's generally useful to bring a fresh, cool, detached head into the business. After living with his nose against the details of a case for months, there's always a danger that the solicitor may not be able to see it in perspective. The fresh mind of the advocate sees it in some manner as it will appear to the fresh mind of the judge, who has never heard of case or client until it comes into his list, and he is the better able to frame his strategy accordingly. Again, a great part of successful advocacy is knowing and being known by your tribunal and here again the specialist performer makes for a more efficient administration of justice.

THE HUMAN PROBLEM

ANOTHER point. The administration of the law is not a mere adjustment of technical social relationships nor are the associations of lawyers mere technical institutes. The essence of every problem is the human personality and (beneath all the imperfections of every human apparatus for judging and determining) the human craving for justice, the human sense of right and wrong. Now to pour all lawyers of every description together into one enormous and indiscriminate trade union would be to de-personalise the profession, or rather to drive personality underground. The present organisation, breaking down the profession into manageable groupings, fosters in each a public opinion on ethics, etiquette and behaviour, more powerful than any written rules. It was said of the older universities, "the larger the college, the smaller the cliques"; the college is the common life, the cliques are unofficial secret societies. It is just as true of lawyers. From this point of view it has been a great advantage to the Bar that the further subdivision of the Inns of Court has counteracted the unwieldiness of its numbers. It is a great misfortune that the Inns of Chancery which originally performed the same functions for solicitors and attorneys, while at the same time binding them corporately to their professional brethren the advocates, should have been allowed to wither away and perish. All this is not to say that improvements are unimaginable. The transition from solicitor to barrister might perhaps be facilitated. A term of service in a solicitor's office might well be made a prescribed preliminary for call to the Bar. In a certain class of case, chartered accountants might well be given the same privileges as patent agents in instructing counsel. But the distinction between barrister and solicitor is essentially a functional division and fusion under a superficial and unreal uniformity would spell only confusion.

RICHARD ROE.

CORRESPONDENCE

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL]

Expedited Contracts

Sir,—Few vendors' solicitors (and fewer vendors) have full and up-to-date information whether property about to be included in a contract for sale is affected by any of the matters to which condition 21 of The Law Society's Conditions of Sale, 1953, applies; and it may be that vendors' solicitors are correspondingly loath to incorporate this condition in their draft contracts, as the effect is to leave the vendor in doubt whether he has concluded a binding contract or has granted to the purchaser what is, in effect, an option to buy. This unhappy state can be prevented by the following procedure:—

(1) The vendor consults his solicitor when he decides to sell the property, and before a purchaser has been found.

(2) The vendor's solicitor thereupon makes all the usual searches, unless the vendor has recently purchased, in which case those made on that occasion will serve.

(3) When a purchaser has been found, the draft contract provides—

(*a*) This contract incorporates the General Conditions of Sale of The Law Society, 1953, so far as the same are consistent herewith.

(*b*) Condition No. 21 shall have effect in substitution for Condition No. 20 (3).

(*c*) For the purposes of Condition No. 21 (2) (*b*) the purchaser has notice of the following [here set out particulars of certificates of search, etc.] which have been delivered to him or his solicitor.

(4) The certificates of search, etc., are then delivered with the draft contract to the purchaser's solicitor.

It would be of no advantage to vendors if a similar provision (providing that a purchaser has notice of searches, etc., available for inspection at the office of the vendor's solicitor) were inserted in auction conditions, but it would be of considerable benefit to prospective purchasers.

It is observed in passing that where a contract incorporating condition No. 21 provides that the sale is subject to (e.g.) a restrictive covenant, it is apparently necessary also to give the purchaser written notice of any land charge registered in respect thereof.

RICHARD A. HOLLAND.

Arundel, Sussex.

Mr. KENNETH DYSON, solicitor, of the Bradford Town Clerk's staff, has been appointed assistant prosecuting solicitor to Bradford Corporation.

Mr. AUBREY LEONARD SLATER, deputy Town Clerk of Beddington and Wallington, has been appointed Town Clerk of Lymington in succession to Mr. F. J. Beeching, who is retiring.

Mr. JOHN WILLIAM OWEN, chief assistant to the Clerk to the Sheffield justices for the past seven years, has been appointed Clerk to the Rotherham Borough and Rotherham West Riding magistrates.

Mr. ALAN THOMAS RAWLINSON, deputy Town Clerk of Salisbury, has been appointed to a similar position at Sutton Coldfield.

HEDGES

THERE is no getting away from hedges in a country practice. No set of requisitions is complete without them, and "The Vendor cannot say" will not always satisfy the inquiring purchaser who wishes to know the ownership of his boundary fences. In the county court, the formidable list which has been building up since the last sitting, two months ago, shrivels as the date of hearing approaches, leaving a hard core of possession cases and a hedge. The County Agricultural Executive Committee and its appellate tribunal, the Agricultural Land Tribunal, never sit without some mention of hedges.

One has to learn a bit about hedges. An articled clerk, faced with a hedge at the far side of a ditch, can quickly work out a formula to ascertain the precise boundary line. (You will recollect that the rude forefathers are presumed never to have trespassed when they staked their claim.) Enclosure commissioners, unfortunately, sometimes worked to a different formula. However, even in a distant county, one can note from a railway carriage which hedges were planted by the rude forefathers and which, ignoring contours and other helpful features, were driven as straight as the surveyor to the commissioners could draw them.

A hedge, in the main, consists of quickthorn, alias hawthorn, alias whitethorn, alias quickset—the badly neglected specimens look very pretty with their masses of white or pink may blossom. (It is curious how numerous are the aliases of common objects in the country. I once thought of submitting an article on Twitch Through the Precedents—twitch being also known as quicks, quickens, wicks, wickens and couch grass. It is good for kidney trouble but bad for farmers, and is often mentioned by one name or another in stock forms of agricultural tenancy agreements.)

The life of a hedge may be in five stages. First the sapling, mercilessly pruned to give it stamina. Then the nice young hedge, its main stems an inch or two thick, and so easy to look after if only cut regularly. Next the vigorous young trees which, left unchecked, will race upward and become thin and leggy at their base. Time has then to be spent in straining them down so as to run diagonally instead of vertically. However, if they are still left unchecked they reach the fourth stage, when pruning axes lop off their overgrown limbs; the main stems are then almost severed and "laid" almost at ground level, when they will again become vigorous and bushy. (I wish townsmen would realise the anger they can thoughtlessly cause when they climb over a newly-laid hedge—snap goes the delicate life line, and the farmer is left with a dead stump and years of weak hedge.)

The last stage in the life of an ancient quickthorn is when, after its century or two of useful life, a really skilled hedger partially uproots it. This final operation—shock therapy, perhaps—can induce brand new growth, and life begins all over again.

Upkeep of hedges, it can be appreciated, forms quite a serious item in a farmer's expenditure, and that is why, in the best conveyances of agricultural land, there will be some reference to a plan, and in the best plans the ownership of boundary fences is indicated by a T.

Even in offices where the best agricultural conveyances are drawn, things can go wrong. Clients are awkward; the office boy can sometimes send a letter to the wrong address; even the managing clerk can mislay some deeds. But when these things happen, one can at least leave the office immediately, walk home, snarl at any passing wife, reach for the pruning hook, and slash at the hedge at the bottom of the garden, next to the field. In half an hour the hedge looks tidy, if a little ragged, but clients, office boys, managing clerks and wives all seem harmless enough. I sometimes wonder how a city solicitor manages. "HIGHFIELD."

SURVEY OF THE WEEK

STATUTORY INSTRUMENTS

Chesterfield, Bolsover and Clowne Water Board (Extension of Time) Order, 1953. (S.I. 1953 No. 1360.)

Control of Check Trading (Revocation) Order, 1953. (S.I. 1953 No. 1384.)

Exchange Control (Specified Currency) Order, 1953. (S.I. 1953 No. 1374.)

Firemen's Pension Scheme Order, 1953. (S.I. 1953 No. 1385.) 5d.

Glasgow Water (West Main Tunnel) Order, 1953. (S.I. 1953 No. 1355 (S. 106).) 11d.

London Traffic (Prescribed Routes) (No. 25) Regulations, 1953. (S.I. 1953 No. 1367.)

Petroleum Spirit (Conveyance) Regulations, 1953. (S.I. 1953 No. 1362.) 5d.

Petty Sessional Divisions (Hertfordshire) Order, 1953. (S.I. 1953 No. 1388.) 5d.

Petty Sessional Divisions (North Riding of Yorkshire) Order, 1953. (S.I. 1953 No. 1387.) 5d.

Petty Sessional Divisions (Warwickshire) Order, 1953. (S.I. 1953 No. 1376.) 8d.

Petty Sessional Divisions (West Kent) Order, 1953. (S.I. 1953 No. 1377.) 5d.

Purchase Tax (No. 2) Order, 1953. (S.I. 1953 No. 1356.)

Registration (Births, Still-Births, Deaths and Marriages) Amendment Regulations, 1953. (S.I. 1953 No. 1364.) 6d.

Retail Bespoke Tailoring Wages Council (England and Wales) Wages Regulation Order, 1953. (S.I. 1953 No. 1363.) 8d.

Safeguarding of Industries (Exemption) (No. 7) Order, 1953. (S.I. 1953 No. 1357.)

Stopping up of Highways (Bedfordshire) (No. 2) Order, 1953. (S.I. 1953 No. 1379.)

Stopping up of Highways (London) (No. 12) Order, 1953. (S.I. 1953 No. 1373.)

Stopping up of Highways (Norfolk) (No. 2) Order, 1953. (S.I. 1953 No. 1381.)

Stopping up of Highways (Plymouth) (No. 3) Order, 1953. (S.I. 1953 No. 1382.)

Stopping up of Highways (West Suffolk) (No. 2) Order, 1953. (S.I. 1953 No. 1380.)

Taunton Corporation Water Order, 1953. (S.I. 1953 No. 1369.) 5d.

Truro Water Order, 1953. (S.I. 1953 No. 1361.)

Wart Disease of Potatoes (General Licence) Order, 1953. (S.I. 1953 No. 1365.)

Wart Disease of Potatoes (Protected Area) (General Licence) Order, 1953. (S.I. 1953 No. 1366.)

Water Byelaws (Extension of Operation) Order, 1953. (S.I. 1953 No. 1359.)

Zetland County Council (Brae) Water Order, 1953. (S.I. 1953 No. 1354 (S. 105).) 5d.

[Any of the above may be obtained from the Government Sales Department, The Solicitors' Law Stationery Society, Ltd., 102–103 Fetter Lane, E.C.4. The price in each case, unless otherwise stated, is 4d., post free.]

A lecture entitled "Creation of Case Law by Tribunals under the National Insurance and Industrial Injuries Acts" will be given by A. Safford, M.C., Q.C., Deputy Insurance Commissioner, at the London School of Economics and Political Science, Houghton Street, Aldwych, W.C.2, at 5 p.m. on Tuesday, 27th October, 1953. The chair will be taken by Professor O. Kahn-Freund, LL.M., Dr.Jur., Professor of Law in the University of London. Admission is free, without ticket.

POINTS IN PRACTICE

Questions from solicitors who are REGISTERED ANNUAL SUBSCRIBERS are answered without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 102-103 Fetter Lane, E.C.4, and contain the name and address of the subscriber, and a stamped, addressed envelope.

Will—Devise to Infant Jointly with Two Persons of Full Age—Vesting of Legal Estate

Q. *X* died in October, 1951, having by his will dated May, 1951, appointed *A* as his sole executor. He made a specific devise of a freehold house to his executor and to *B* and *C* jointly. There was no residuary gift in the will and the administration of the estate may not be an easy one. *C* is under twenty-one years of age. Can *A* execute an assent vesting the freehold property in *A* and *B* upon trust for themselves and *C*? If he can, can you refer us to a precedent? If he cannot, will it be necessary for *A* to appoint another trustee of the will and for them both to hold the property until *C* attains the age of twenty-one years?

A. The case of a devise to an infant jointly with persons of full age does not appear to be directly provided for in the 1925 property legislation. The position seems, however, to be that under s. 1 of the Administration of Estates Act, 1925, the freehold house will vest in the executor as personal representative. Any assent by the executor will be a conveyance for the purpose of the Law of Property Act, 1925 (see definition of "conveyance" in s. 205 (1) (ii)). If, therefore, the executor were to execute an assent in favour of himself, *B* and *C* (the infant) as being the persons entitled, such assent would operate to vest the legal estate in himself and *B* on the statutory trusts (Law of Property Act, 1925, ss. 19 (2) and 35). While such a procedure would appear quite permissible and effective, it does not commend itself as the neatest of conveyancing and we have not found a precedent for an assent in that form. The alternative course is for the executor to appoint trustees of the infant's interest in the devise under s. 42 of the Administration of Estates Act, 1925, and to assent in favour of such trustees (who can include himself and *B*). We do not consider that it is open to the executor to assent in favour of himself and *B* alone, as they are not the only persons entitled.

Judgment Summons—County Court—Arrears of Alimony—Suspended Committal Order—Standing Order for Suspension of Original Instalment Orders

Q. We are acting for the wife petitioner, an assisted person, in divorce proceedings. She has obtained a Divorce Court order for alimony pending suit at 35s. per week, but the respondent has not made any payment whatsoever and does not appear to intend to do so. Earlier this year we issued a county court judgment summons for £14 arrears of alimony then owing; this was recently heard, when a committal order was made suspended on payment of 10s. per month. By the date of such hearing a further £14 arrears had accrued and, after overcoming an objection by the county court on the grounds that there was a standing order by the judge that all committal orders automatically suspended the original instalment orders, we have now issued a second county court judgment summons for the second £14 arrears. This second judgment summons is soon due for hearing, by which time we anticipate that a third £14 arrears will have accrued. We feel that on the hearing of the second judgment summons the judge will be in a quandary as to what order he is to make if he is to allow in his calculation of the respondent's available resources for the 35s. per week Divorce Court order and the 10s. per month suspended committal order on the first judgment summons. At the hearing of the first judgment summons we did suggest to the judge that he should make a committal order suspended so long as the respondent made payment of the current weekly amounts due under the Divorce Court order plus a small amount in reduction of the arrears, but he ruled that he could only deal with the arrears before him and had no power to make a committal order suspended on such terms.

(*a*) Is such a standing order by the judge within his powers under. Ord. 25, r. 55, which appears to us to require the judge to consider each case on its merits? We understand that such a standing order is common in many county courts but is not general throughout the country. (*b*) Is a committal order suspended on the terms suggested by us within the powers of the judge? (*c*) If a committal order suspended on such terms is not permissible it appears to us that a Divorce Court order for alimony or maintenance is of no real effect against a respondent who refuses to pay anything except the small amounts ordered under a suspended committal. In this event it will, in many cases, take months or even years to recover one sum of arrears while other sums are mounting up at a greater rate than the terms of the suspended committal order. In such case what other means are open to the petitioner to compel the respondent to comply with an order for weekly alimony or maintenance which has been made after full examination of the means of both parties against a respondent whose only asset is his earnings?

A. (*a*) Such a standing order certainly seems inconsistent with the terms of C.C.R., Ord. 25, r. 55, but on the other hand the practice of the High Court in judgment summons cases where a suspended committal order is made is always to suspend the original instalments for a similar period, on the ground that the suspension of the committal contemplates that the debtor's future income will be used to the full available extent in making good his default under the court order which led to the committal. (See the statement of the Chancery judges read by Luxmoore, J., at [1935] W.N. 128.) This practice comes to the same thing as the standing order. (It should be noted that the county court rules are applicable, in this instance, in the High Court—Bankruptcy Rules, 1952, r. 283.)

(*b*) We think not. The reason for suspending a committal order is to allow the debtor to make good his default in complying with the previous instalment order *made under the Debtors Act* (see the statement above referred to). The current instalments under the alimony order seem to be no concern of the judge in this connection.

(*c*) If the Divorce Court order, made after a full investigation of means, was in an amount of 35s. per week, one would have thought it possible to obtain an instalment order larger than 10s. per month. Is adequate evidence of means available to the county court judge? If the debtor's only asset is his earnings, no other form of enforcement than a judgment summons would appear to be appropriate, unless (which is unlikely) the petitioner can ascertain that the respondent is saving up the difference of £6 10s. per month in a bank account, or is otherwise investing it in property which can be reached by garnishee or execution proceedings.

Rent Restriction—Sale to Sitting Tenants—Extinguishment of Tenancy where Property Conveyed Jointly to Husband and Wife

Q. We act for a building society, who, from time to time, advance moneys to "sitting tenants" of dwelling-houses, protected by the Rent and Mortgage Interest Restrictions Acts, to enable them to purchase the freehold interest in their houses. It sometimes happens, however, that the tenant (who may be either a contractual or a statutory tenant), instead of purchasing the property in his own name, arranges for the property to be conveyed into the names of his wife and himself. In most cases the difference between the purchase money and the mortgage advance is found out of the joint savings of the husband and wife. In the past the society has agreed to this arrangement, provided the ex-tenant signs a declaration upon the completion of the purchase, to the effect that the former tenancy shall be surrendered, and merged and extinguished, in the fee simple. Certain doubts have now arisen as to the efficacy of such declaration. Where the property is conveyed into the joint names of the husband and wife the fee simple becomes vested not in the tenant but in the tenant and his wife. It is suggested that, in these circumstances, there cannot be a merger nor in all cases an implied surrender by operation of law. Therefore the only effective way of extinguishing the tenancy is by an express declaration in writing on the part of the tenant. Since, however, the protected tenant can only be deprived of his rights under the Rent and Mortgage Interest Restrictions Acts by actually giving up possession of the property or by an order of the court, the question has been raised, is the formal surrender effective, and if not does the tenancy continue after the property has been purchased by the tenant and his wife? Should it do so, the society are concerned lest in the future if they wished to exercise their power of sale the husband might set up, as a defence, his "tenancy" and claim protection of the Rent and Mortgage Interest Restrictions Acts. Of course, as no rent is paid after

completion of the purchase the husband presumably becomes a bare licensee, and cannot then claim protection, and if the previous tenancy were contractual possibly this also would operate in law to extinguish the tenancy. In any event whether the tenancy were contractual or statutory the non-payment of rent would take the house outside the protection of the Rent and Mortgage Interest Restrictions Acts. In the majority of cases, however, the husband will be paying the mortgage subscriptions out of his earnings, and part of these subscriptions are applicable as capital repayments, and are, therefore, paid by the husband for the benefit of his wife and himself. It has been suggested, although we are of the opinion that there is little substance in it, that such capital repayments might constitute a rent paid by the husband to his wife and himself. If that was so then there are some grounds in supposing that the tenancy would continue after completion of the purchase, provided that the capital repayments over twelve months were large enough to exceed two-thirds of the rateable value of the property. Is it considered that the husband's tenancy is, in fact, extinguished by operation of law on the fee simple being conveyed to the husband and wife ? If not, is it considered that the formal declaration signed by the husband surrendering the tenancy is sufficient to extinguish the tenancy ? If it is considered that the tenancy is not extinguished either impliedly, or expressly by the husband's declaration, does the proportion of the mortgage subscription applicable to capital constitute a rent so as to ensure protection of the Rent and Mortgage Interest Restrictions Acts to the husband ?

A. In our opinion the effect of *Brown* v. *Draper* [1944] K.B. 309 (C.A.) is indeed that, *prima facie* at least, the tenancy is not terminated or destroyed by the express declaration which purports to surrender it. We say *prima facie* because in some cases it might be possible, having regard to *Foster* v. *Robinson* [1951] 1 K.B. 149 (C.A.), to establish that the surrender was effective because *beneficial* to the (ex-) tenant. The facts of that case were, however, somewhat special, and we apprehend that it would not often be easy to show an analogy between such circumstances and those set out in the enquiry. Failing such, we see no ground for supposing that propositions laid down in *Brown* v. *Draper* do not apply to contractual protected tenancies as they do to statutory tenancies, and we cannot agree that any failure to pay rent in itself converts a landlord-and-tenant relationship into a licensor-and-licensee relationship. This being so, whether the repayments under the mortgage could or would be regarded as payments of rent becomes immaterial. A possible solution to the difficulty might be an actual physical delivery up of the premises satisfying the requirements of *Brown* v. *Draper*.

NOTES AND NEWS

Personal Notes

Mr. Frank Taynton Evans, solicitor, of Newport, and clerk to the Usk magistrates for over a quarter of a century, is to retire at the end of this month.

Mr. John Frederick Goble, solicitor, of London Wall, was married on 5th September to Miss Moira M. O'Connor, of Farnham Common, Buckinghamshire.

Mr. Dennis Charles Sealy-Jones, solicitor, of Ealing, W.13, was married on 19th September to Miss Sylvia Margaret Robins, of Arkley, Hertfordshire.

Miscellaneous

The author of " Police Law," reviewed in last week's issue, is Mr. Cecil C. H. Moriarty, C.B.E., LL.D., Senior Moderator, Trinity College, Dublin, Chief Constable of Birmingham (now retired).

A lecture on " Principles of International Law in the Light of Reality," will be given by Professor J. Haesaert, Royal Flemish Academy of Science, Letters and the Arts, at University College (Eugenics Theatre), Gower Street, London, W.C.1, at 5 p.m. on Tuesday, 10th November, 1953. The chair will be taken by Dr. G. Schwarzenberger, Reader in International Law in the University of London. This lecture is addressed to students of London University and to others interested in the subject; admission is free and without a ticket.

Wills and Bequests

Mr. E. C. Stacey, solicitor, of Bloomsbury, W.C.1, left £63,784 (£55,204 net).

Mr. J. J. Williamson, retired solicitor, of Brockenhurst, left £63,588.

SOCIETIES

Details of the SOLICITORS' ARTICLED CLERKS' SOCIETY'S programme for October and November are as follows : 1st October, debate.—" This House considers that the education, training and supervision of the solicitor's articled clerk is adequate." The debate will be held at The Law Society. " Natter and noggin," 6.0–6.45 p.m. 8th, tea party.—All members are asked to come along to The Law Society at 6 p.m. for an informal get-together. 13th, theatre party.—Details from Peggy Baigent (POLlard 7542) (evenings only). 15th, Scottish reels.—At the Royal Masonic Hospital, Stamford Brook. Meet Geoffrey Pearce, Charing Cross Underground Station 6.30 p.m., with plimsolls. 27th, Scottish reels.—The first evening of Scottish reeling on the home pitch will be held at The Law Society from 6 p.m. All members are asked to support this evening and " beginners " are especially welcomed. 12th November, debate. —The Society has been challenged to a debate with the Chartered Accountants' Students' Society at the Oak Hall of the Institute of Chartered Accountants, Moorgate Place, E.C.2, at 5.45 p.m. Motion : " This House considers that words tell fewer lies than figures." We shall be opposing the motion and three speakers are required ; names to Geoffrey Pearce (CENtral 1425). All members are asked to support our speakers. 19th, Annual General Meeting.—Please note this date particularly and come along.

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